

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

In the matter of:)	
)	Docket No. SDWA-08-2004-0035
)	
Murphy Exploration & Production Co.,)	
)	Administrative Order
Pioneer Natural Resources USA, Inc., and)	
)	On Consent
Samson Hydrocarbons Co.,)	
)	("AOC")
Respondents.)	
)	Replacing Two Emergency
East Poplar Oil Field)	
Fort Peck Indian Reservation)	Administrative Orders Docket Nos.
Montana)	
)	SDWA-8-99-68 and SDWA-08-2001-33
)	
Proceedings under Section 1431(a) of the)	
Safe Drinking Water Act,)	
42 U.S.C. §300g-i(a))	

WHEREAS, the United States Environmental Protection Agency ("EPA") Region 8 previously issued two unilateral Emergency Administrative Orders (as amended) under Section 1431(a) of the Safe Drinking Water Act (docket numbers SDWA-8-99-68 and SDWA-08-2001-33), concerning contamination of an underground source of drinking water ("USDW") in the East Poplar Oil Field, on the Fort Peck Indian Reservation in northeastern Montana; and

WHEREAS, Murphy Exploration & Production Company ("Murphy"), Pioneer Natural Resources USA, Inc. ("Pioneer"), and Samson Hydrocarbons Company ("Samson Hydrocarbons") are the Respondents to those orders; and

WHEREAS, Murphy and Samson Hydrocarbons each filed Petitions for Review challenging the previous EPA orders; and

WHEREAS, all of the various Petitions for Review of EPA's previous orders are now pending in the United States Court of Appeals for the Tenth Circuit; and

WHEREAS, EPA and Respondents Murphy and Samson Hydrocarbons have been engaged in settlement discussions with the assistance of the Tenth Circuit Mediator; and

WHEREAS, EPA and Respondents Murphy, Pioneer and Samson Hydrocarbons desire to resolve the matters covered by EPA's previous orders without further litigation; and

WHEREAS, EPA asserts that its authority for entering into this Administrative Order on Consent ("AOC") is section 1431(a) of the Safe Drinking Water Act ("SDWA" or "the Act"), 42 U.S.C. §300i(a), which authority has been properly delegated to the undersigned EPA program supervisors; and

WHEREAS, EPA believes the groundwater in the contaminated USDW in the East Poplar Oil Field may move, should be monitored, and may warrant additional actions in the future;

NOW THEREFORE, without any admission of fact or law by Respondents Murphy, Pioneer or Samson Hydrocarbons, EPA and these same Respondents hereby agree as follows:

1. This AOC replaces two previously issued Emergency Administrative Orders, bearing docket numbers SDWA-8-99-68 and SDWA-08-2001-33.
2. This AOC is binding upon Murphy, Pioneer, and Samson Hydrocarbons and their successors.

3. While Respondents Murphy, Pioneer and Samson Hydrocarbons do not admit to any matter, factual or legal, by entering into this AOC, said Respondents agree that the requirements of this AOC are specifically enforceable by EPA against them in the United States District Court for the District of Montana or another appropriate forum. In the event EPA brings an action to enforce the requirements of this AOC, Respondents Murphy, Pioneer and Samson Hydrocarbons agree not to dispute the enforceability of the requirements of this AOC or to contest the jurisdiction of the Court to entertain the action or to order appropriate relief, nor will said Respondents challenge EPA's authority to enter into this AOC or to bring such an action.

ADMINISTRATIVE ORDER ON CONSENT (AOC)

4. Respondents Murphy, Pioneer and Samson Hydrocarbons agree to and are hereby ordered, in accordance with Paragraphs 5 through 13 hereof, to (a) construct a drinking water pipeline, (b) monitor dedicated groundwater monitoring wells, (c) monitor private water wells, (d) hold and participate in a public meeting, (e) continue to provide bottled drinking water to identified homesites until the drinking water pipeline delivers drinking water to those homesites, (f) report monitoring information to EPA as it is collected, and (g) submit documents, all as specified below.

AOC Requirement A: Construct Drinking Water Pipeline

5. Respondents Murphy, Pioneer and Samson Hydrocarbons shall construct a drinking water pipeline having the capacity to deliver to the homesites listed in Table 1, at no cost to owners and/or residents at each such homesite, no less than 125 gallons of drinking water per person per day for the number of persons resident at the homesites listed in

Table 1 of this AOC as of the issuance date hereof, the source of which will be the public drinking water system of the City of Poplar, Montana (“Poplar”) and which will meet all drinking water standards on the same basis as the drinking water otherwise supplied by Poplar to the residents thereof. The pipeline shall be built following generally accepted engineering standards for drinking water supply pipelines. Respondents Murphy, Pioneer and Samson Hydrocarbons shall be responsible for paying for all water delivered through this pipeline to the current homesite occupants or their successors, until the earlier of five (5) years from the date the pipeline is completed, as defined in Paragraph 7, or the federal Fort Peck Water System has been made available to such homesites. Within 120 days of the issuance date hereof, as defined in Paragraph 28, Respondents Murphy, Pioneer and Samson Hydrocarbons will report in writing to EPA, both by U.S. Mail (certified) and electronic mail, to advise whether a binding agreement between said Respondents and Poplar has been entered pursuant to which Poplar will be the source of drinking water to supply the pipeline. In the event said Respondents advise EPA that such a binding agreement has not been entered with Poplar, then within 45 days thereafter said Respondents shall submit a proposed plan for an alternative means for a permanent supply of a minimum of 125 gallons of drinking water per person per day for the number of persons resident at the homesites listed in Table 1 of this AOC as of the issuance date hereof. In addition, said Respondents shall continue to provide drinking water in accordance with Paragraph 11 hereof.

6. In conjunction with completion of the pipeline required in Paragraph 5 hereof, Respondents Murphy, Pioneer and Samson Hydrocarbons shall make a payment (or

payments totaling) \$5,000.00 to the then current owner(s) of each homesite listed in Table 1 (which may differ from the persons listed in Table 1) and collect certain water samples, all as further described herein and subject to the conditions specified in this Paragraph:

- (a) In advance of the homesites listed in Table 1 being connected to the pipeline, the above-referenced \$5,000.00 payments shall be made to the then-current owner(s) of each homesite, with the intent that such payments will be used to reimburse the homesite owner(s) for the cost of replacing in-house plumbing or pipelines, sinks, faucets, tubs, showers, toilets or other fixtures, appliances (including but not limited to washers and hot water heaters) and any other similar items, such payment to a given homesite owner(s) being contingent upon and in consideration of the homesite owner executing the form of release attached hereto as Exhibit A wherein the then-current homesite owner(s) (i) recognizes and acknowledges that such payment constitutes full and adequate consideration for the release referred to herein, (ii) releases Respondents Murphy, Pioneer and Samson Hydrocarbons from any obligations or responsibilities associated with such items and from any water quality issues related to such plumbing, pipelines, fixtures and appliances, and (iii) holds harmless and indemnifies Respondents Murphy, Pioneer and Samson Hydrocarbons from any claim by the homesite owner(s) or any third party, including EPA, related to such plumbing, pipelines, sinks, faucets, tubs, showers, toilets or other fixtures, appliances (including but not limited to washers and hot water heaters) and any other similar or related items; provided that EPA

has made no findings with respect to the sufficiency of the above-described \$5,000.00 payments for the purposes stated in this Paragraph; and further provided that no such payment is required where a homesite owner to which this Paragraph applies has otherwise received the \$5,000.00 payment described in Paragraph 10 of the May 7, 2002 “Alternative Water System Agreement” entered by the parties in Cary G. Youpee, et al. v. Murphy Exploration & Production Co., et al., No. CV-98-108-BLG-RFC, United States District Court for District of Montana;

- (b) Within 10 days following the date that all homesites listed in Table 1 have been connected to the pipeline, Respondents Murphy, Pioneer and Samson Hydrocarbons shall collect a water sample from each homesite and at least one water sample from the source of drinking water as it enters the pipeline described in Paragraph 5. Samples collected from a given homesite shall be obtained, to the extent possible, from an interior water spigot or as close as possible to the point of human contact (e.g. the kitchen sink, bathroom sink, etc.) and analyzed for the physical properties and chemical constituents listed in Table 3, with all such analyses being provided to EPA and the then-current owner(s) of each homesite within 30 days after receipt by Respondents Murphy, Pioneer or Samson Hydrocarbons, it being intended that the analyses will be used by each then-current homesite owner(s) (with offered assistance from EPA) to determine (i) if any contaminants persist within the homesite’s in-house water delivery system

and (ii) which, if any, in-house pipelines or plumbing fixtures should be replaced using the payment referenced in this Paragraph;

- (c) Contemporaneous with the payments and releases described in Subparagraph (a), Respondents Murphy, Pioneer and Samson Hydrocarbons will inform the then-current homesite owner(s) of the sampling required thereafter under Subparagraph (b) and the intended use of the resulting analyses of the samples; and
- (d) Compliance with the terms of this Paragraph by Respondents Murphy, Pioneer and Samson Hydrocarbons shall constitute compliance with this AOC's requirements concerning in-house plumbing or pipelines, sinks, faucets, tubs, showers, toilets or other fixtures, appliances (including but not limited to washers and hot water heaters) and any other similar items within the homesites listed in Table 1.

- 7. The pipeline required in this *AOC Requirement A* shall be constructed no later than 270 days after the issuance date of this AOC.

AOC Requirement B: Monitor at Dedicated Groundwater Monitoring Wells

- 8. Respondents Murphy, Pioneer and Samson Hydrocarbons shall monitor for water quality and static water levels at a network of dedicated groundwater monitoring wells. These wells, shown in Table 2, shall each be monitored by Respondents Murphy, Pioneer and Samson Hydrocarbons for eight (8) years after the issuance date of this AOC. Any well shown in Table 2 not constructed by the issuance date of this AOC shall be constructed prior to the first monitoring event. Monitoring shall include measuring the depth to water in each well at a minimum frequency of once each calendar year, collection of water

samples at a minimum frequency of once each calendar year from each well, and analysis of such samples for the physical properties and chemical constituents listed in Table 3.

All sample analysis results shall be submitted to EPA within 30 days after their receipt by Respondents Murphy, Pioneer or Samson Hydrocarbons. The laboratory providing the sample analysis results shall be instructed to simultaneously transmit the original sample analysis results to all said Respondents.

AOC Requirement C: Monitor at Private Water Wells

9. Respondents Murphy, Pioneer and Samson Hydrocarbons shall collect water samples from the homesites listed in Table 4 at a minimum of once each calendar year for eight (8) years after the issuance date of this AOC, provided that the duty to conduct such monitoring is contingent upon said Respondents being granted appropriate access to the subject wells. To the extent possible, the samples shall be collected at the applicable homesite's domestic water supply well or other accessible sampling location that precedes water treatment equipment, if any. Samples collected shall be analyzed for the physical properties and chemical constituents listed in Table 3. Respondents Murphy, Pioneer and Samson Hydrocarbons shall share sample analysis results from each homesite with both EPA and the occupants at each respective homesite within 30 days after their receipt by Respondents Murphy, Pioneer or Samson Hydrocarbons. The laboratory providing the sample analysis results shall be instructed to simultaneously transmit the original sample analysis results to all said Respondents.

AOC Requirement D: Hold Public Meeting

10. Respondents Murphy, Pioneer and Samson Hydrocarbons shall participate together in a public meeting to be held within 180 days after the issuance date of this AOC. The public meeting will take place near the East Poplar Oil Field and will be for the purpose of informing local citizens and governments, and other interested parties, about the work to be conducted in accordance with this AOC, including a detailed description of groundwater conditions in the area, the drinking water pipeline described in *AOC Requirement A*, the groundwater monitoring described in *AOC Requirement B*, and the homesite drinking water monitoring described in *AOC Requirement C*. Respondents Murphy, Pioneer and Samson Hydrocarbons shall be responsible for coordinating, organizing, and advertising the public meeting. Advertising of the meeting shall include notice in the Wotanim Wowapi and Wolf Point Herald News newspapers, as well as direct mailing to the homesites listed in both Tables 1 and 4.

AOC Requirement E: Bottled Water Delivery

11. Respondents Murphy, Pioneer and Samson Hydrocarbons shall ensure that delivery of bottled drinking water to each homesite listed in Table 1 continues until the later of the date that (a) the drinking water pipeline as described in *AOC Requirement A* is fully constructed and serving each such homesite, or (b) the public meeting described in *AOC Requirement D* has been completed and notice provided by Respondents Murphy, Pioneer or Samson Hydrocarbons, in consultation with EPA, to the occupants of those homesites that future bottled water delivery will cease; provided that in the event that Poplar is not the source of drinking water to serve the pipeline, said Respondents shall

continue to supply bottled water to each homesite listed in Table 1 until the measures necessary to provide another source of drinking water are implemented, as described in Paragraph 5 hereof.

AOC Requirement F: Monitor and Report throughout the East Poplar Oil Field

12. If, for any reason, Murphy, Pioneer or Samson Hydrocarbons samples any existing or future monitoring well completed in the Quaternary deposits aquifer within the East Poplar Oil Field, or within a perimeter extending three miles beyond the boundaries of the East Poplar Oil Field, but not specifically listed in Table 2, the Respondent that conducts such sampling shall submit the analytical results of such sampling to EPA and the remaining Respondents within 30 days after receipt by the Respondent that performed or directed the sampling. This *AOC Requirement F* shall continue for eight (8) years after the issuance date of this AOC.

AOC Requirement G: Document Submission Requirement

13. If during the period that this AOC remains in effect it comes to the attention of Murphy, Pioneer or Samson Hydrocarbons that their respective previous responses to Paragraphs 1(C) through 1(F) of the Emergency Administrative Order (“EAO”) of September 30, 1999 in Docket No. SDWA-8-99-68, as amended, which begins on page 11 thereof, and Paragraph 87 of the September 20, 2001 EAO in Docket No. SDWA-08-2001-33, as amended, which begins on page 57 thereof, did not include a document (or documents) described by said Paragraphs 1(C) through 1(F) or 87, and which were in existence at the time of such previous responses, the affected Respondent(s) shall promptly submit any such document(s) to EPA; provided that nothing in this Paragraph is intended to require

any of said Respondents to conduct an additional examination of their respective records if the examination of their records necessary for compliance with the aforementioned Paragraphs 1(C) through 1(F) and 87 has been previously completed.

DISMISSAL OF EXISTING PETITIONS FOR REVIEW

14. Within ten (10) business days after the issuance date of this AOC, Respondents Murphy and Samson Hydrocarbons shall move to dismiss with prejudice all existing Petitions for Review of the previously issued SDWA Emergency Administrative Orders, bearing docket numbers SDWA-8-99-68 and SDWA-08-2001-33.

FORCE MAJEURE

15. Respondents Murphy, Pioneer and Samson Hydrocarbons shall perform the actions required of them under this AOC within the time limits set forth in this AOC, unless the performance is prevented or delayed solely by events which constitute a Force Majeure event. A Force Majeure event is defined as any event arising from causes beyond the control of Respondents Murphy, Pioneer and Samson, including their employees, agents, consultants and contractors, which could not be overcome by due diligence and which delays or prevents the performance of an action required of them in this AOC within the specified time period. A Force Majeure event does not include, inter alia, increased costs of performance, changed economic circumstances, changed labor relations, normal climatic conditions, or failure to obtain federal, state or local permits if such failure is due to unjustified delay or negligence on the part of said Respondents. When circumstances are occurring or have occurred which may delay the completion of any requirement of this AOC whether or not due to a Force Majeure event, said Respondents shall so notify

EPA in writing within fifteen (15) days after Respondents learn, or in the exercise of reasonable diligence under the circumstances should have learned, of the delay or anticipated delay. The notice shall describe in detail the basis for said Respondents' contention that they experienced a Force Majeure delay, the anticipated length of the delay, the precise cause or causes of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented. Failure to so notify EPA shall constitute a waiver of any claim of Force Majeure as to the event in question. If EPA finds that a delay in performance is, or was, caused by a Force Majeure event, it shall extend the time for performance in writing for a period to compensate for the delay resulting from such event and EPA will not seek imposition of any penalty for such period. In any proceeding regarding a dispute with respect to delay in performance, Respondents Murphy, Pioneer and Samson Hydrocarbons shall have the burden of proving that the delay is, or was, caused by a Force Majeure event, and that the additional time requested is necessary to compensate for that event.

GENERAL PROVISIONS

16. All deadlines in this AOC specified as days before or after a certain event or requirement are defined as calendar days, unless otherwise stated.
17. Unless otherwise stated, all reports and notifications herein required, or otherwise distributed among the parties in connection with this AOC, shall be submitted to the following persons:

For **EPA**:

Nathan Wiser
U.S. Environmental Protection Agency
Office of Enforcement, Compliance
and Environmental Justice
Technical Enforcement Program (8ENF-UFO)
999 18th Street, Suite 300
Denver, Colorado 80202-2466
Telephone (303) 312-6211
Facsimile (303) 312-6409
Email: wiser.nathan@epa.gov

For **Murphy** (principal representative):

Sid Campbell
Murphy Oil USA, Inc.
131 South Robertson Street
New Orleans, Louisiana 70112
Telephone (504) 561-2811
Facsimile (504) 561-2566
Email: sid_campbell@murphyoilcorp.com

With a copy to--

Scott M. DuBoff
Wright & Talisman, P.C.
1200 G Street, N.W. Suite 600
Washington, D.C. 20005-3802
Telephone (202) 393-1200
Facsimile (202) 393-1240
Email: duboff@wrightlaw.com

For **Pioneer** (principal representative)

Pioneer Natural Resources USA, Inc.
Manager, Operation Services
Attn: Wilbur Dover
5205 N. O'Connor Blvd.
Suite 900
Irving, Texas 75039
Telephone (972) 444-9001
Facsimile (972) 969-3588
Email: doverw@pioneerncr.com

With a copy to—
Pioneer Natural Resources USA, Inc.
Office of General Counsel
Attn: Marc Skeen
5205 N. O'Connor Blvd.
Suite 900
Irving, Texas 75039
Telephone (972) 444-9001
Facsimile (972) 969-3577
Email: skeenm@pioneernc.com

For **Samson Hydrocarbons** (principal representative)
Mark S. Dalton
The Samson Companies
Two West Second Street
Tulsa, OK 74103
Telephone (918) 591-1369
Facsimile (918) 591-7369
Email: mdalton@samson.com

With a copy to—
Elizabeth E. Mack
Locke Liddell & Sapp
2200 Ross Avenue, Suite 2200
Dallas, TX 75201
Telephone (214) 740-8598
Facsimile (214) 756-8598
Email: emack@lockeliddell.com

18. The provisions of this AOC shall apply to and be binding upon Respondents Murphy, Pioneer and Samson Hydrocarbons, their officers, contractors, directors, agents, successors and assigns. Each Respondent shall give notice of this AOC to any successor in interest prior to such Respondent's transfer of any oil and gas facilities within the East Poplar Unit. Action or inaction of any persons, firms, contractors, employees, agents, or corporations acting under, through or for Respondents Murphy, Pioneer or Samson Hydrocarbons, shall not excuse any failure of Respondents Murphy, Pioneer or Samson Hydrocarbons to fully perform their obligations under this AOC.

19. Other than the provisions in Paragraph 6 of this AOC, nothing in this AOC shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this AOC.
20. By consenting to this AOC, Respondents Murphy, Pioneer and Samson Hydrocarbons agree not to challenge the terms of this AOC in any U.S. Court of Appeals or any other forum.
21. EPA does not waive its authority to seek injunctive relief, costs, interest, and any appropriate penalty associated with any failure by Respondents Murphy, Pioneer or Samson Hydrocarbons to comply with the terms of this AOC.
22. This AOC does not constitute a waiver, suspension, or modification of the requirements of any federal or state statute, regulation, or condition of any permit issued thereunder, including the requirements of the SDWA, which remain in full force and effect. Issuance of this AOC is not a waiver by EPA of its authority to initiate any additional administrative, civil, or criminal action(s) otherwise authorized under the SDWA.
23. Violation of any term of this AOC may subject Respondents Murphy, Pioneer and/or Samson Hydrocarbons to an administrative civil penalty of up to \$16,500 for each day in which such violation occurs or failure to comply continues, pursuant to §1431(b) of the Act, 42 U.S.C. §300i(b). In addition, actions or omissions that violate requirements of the SDWA or its implementing regulations may subject Respondents Murphy, Pioneer and/or Samson Hydrocarbons to a civil penalty of not more than \$32,500 per day per violation pursuant to §1423 of the Act, 42 U.S.C. §300h-2.
24. For a period of 60 days that begins upon the issuance date of this AOC by EPA and each

of the Respondents, EPA may elect, in its sole discretion, to withdraw from the terms hereof by providing notice, by facsimile and certified mail, to the representatives of the Respondents identified in Paragraph 17, in which case this AOC will be null and void. In the absence of such notice within the specified period, this AOC is a final agency action by EPA. In the event this AOC becomes null and void by operation of this Paragraph, Respondents will not rely upon this AOC in any manner in any subsequent administrative or judicial proceedings.

25. Respondents Murphy, Pioneer and Samson Hydrocarbons are jointly and severally responsible for *AOC Requirements A* through *G* contained in Paragraphs 5 through 13 of this AOC.
26. EPA and Respondents Murphy, Pioneer and Samson Hydrocarbons agree to bear their own costs and attorneys fees in connection with this matter, including all administrative and judicial proceedings to date.

ISSUANCE PROCEDURES FOR THIS AOC

27. Each Respondent shall sign its designated signature page in this AOC and, on the same day or the next business day, transmit the original of said signed signature page to EPA to collect all signature pages for incorporation into a single, final document for filing with the Region 8 Hearing Clerk.
28. The issuance date of this AOC shall be the date a fully executed, file-stamped copy is filed with the Region 8 Hearing Clerk.
29. EPA shall mail a copy of the file-stamped AOC to each Respondent using Certified U.S. Mail on the date of filing or on the next business day.

30. EPA shall telephone and email each of the parties in Paragraph 17 on the day the AOC is file-stamped, informing each party of this AOC's issuance date.
31. Each of the undersigned representatives of the parties to this AOC certifies that he or she is fully authorized by the party represented to execute and legally bind the party to the terms and conditions of this AOC.

Signed this 20TH day of July, 2004.

SIGNED

Elisabeth Evans, Director
Technical Enforcement Program
Office of Enforcement, Compliance,
and Environmental Justice
United States Environmental Protection Agency, Region 8

SIGNED

David J. Janik, Supervisory Attorney
Legal Enforcement Program
Office of Enforcement, Compliance,
and Environmental Justice
United States Environmental Protection Agency, Region 8

MURPHY EXPLORATION & PRODUCTION COMPANY

Date: June 2, 2004

By: SIGNED
Scott M. DuBoff

Title: Legal Counsel for Murphy Exploration & Production Co
c/o Wright & Talisman, P. C.
1200 G. Street, N.W., Suite 600
Washington, DC 20005-3802

PIONEER NATURAL RESOURCES USA, INC.

Date: May 27, 2004 By: SIGNED

Mark L. Withrow

Title: Executive Vice President

SAMSON HYDROCARBONS COMPANY

Date: May 27, 2004 By: SIGNED
Dennis R. Neill

Title: President

TABLE 1

List of private homesites that shall have a drinking water pipeline constructed and connected for the purpose of delivering all drinking water needs (as per Paragraph 5)

Current Resident	City	State	Residence Address	Sec	Twp	Rge
Abbott, Joe	Poplar	MT	5540 Road 75	04	28N	51E
Kirn, Audrey	Poplar	MT	5584 Road 75	08	28N	51E
Kirn, Michael	Poplar	MT	5632 Road 75	08	28N	51E
Gray Hawk, Rachel	Poplar	MT	5647 Road 75	16	28N	51E
Trottier, Tim & Donna	Poplar	MT	5713 Road 75	16	28N	51E
Lockman, Lyle	Poplar	MT	5715 Road 75	16	28N	51E
Four Bears, Charles	Poplar	MT	5678 Road 75	17	28N	51E
Martell, Rene & Josi	Poplar	MT	5666 Road 75	17	28N	51E
Ricker Sr., George & Helen	Poplar	MT	5712 Road 75	17	28N	51E
Bleazard, Ross & Laura	Poplar	MT	5866 Road 150	29	28N	51E
Whitmer, Warren & Donna	Poplar	MT	58702 Road 75	29	28N	51E
Loegering, Mavis	Poplar	MT	5910 Road 150	29	28N	51E
Kirn Sr., Jesse	Poplar	MT	6037 Road 150	32	28N	51E
Grandchamp, Denise	Poplar	MT	5947 Road 75	33	28N	51E
Grainger, Trivian	Poplar	MT	5957 Road 75	33	28N	51E

TABLE 2					
List of dedicated groundwater monitoring wells to be monitored for the purpose of detecting oil field contamination movement					
Well Name	Status	Location			
		Township	Range	Section	Qtr/Qtr
LAW - M01	Active	28 North	51 East	33	NE/NE
LAW - M03	Active	28 North	51 East	28	SW/NW
LAW - M04	Active	28 North	51 East	29	NW/SE
LAW - M05	Active	28 North	51 East	33	NW/SW
LAW - M06	Active	28 North	51 East	31	SE/SE
LAW - M07	Active	28 North	51 East	30	SW/SE
LAW - M08	To be constructed	28 North	51 East	31	SE/SE
LAW - M09	To be constructed	27 North	51 East	5	NE/NW
PNR27	Active	28 North	51 East	28	NE/SE
PNR28	Active	28 North	51 East	28	NW/SE

PNR29	Active	28 North	51 East	28	SW/SE
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TABLE 3		
Physical and chemical analysis requirements for samples collected from dedicated groundwater monitoring wells and private homesites		
Analyte Parameter	Method Detection Limit	Units
Static water level	0.1	foot
pH	0.1	pH unit
TDS	10	mg/l
Cl	10	mg/l
Na	10	mg/l
Mg	10	mg/l
K	10	mg/l
CO ₃	10	mg/l
HCO ₃	10	mg/l
SO ₄	10	mg/l
Ca	10	mg/l
Benzene	0.05	mg/l
Toluene	0.05	mg/l
Ethylbenzene	0.05	mg/l
Total xylenes	0.05	mg/l

TABLE 4

List of private homesites that shall have drinking water samples collected for the purpose of detecting groundwater contamination

Current Resident	City	State	Residence Address	Sec	Twp	Rge
Kohl, Danny	Poplar	MT	5097 Road 251	15	29N	51E
Lien, Birdell	Poplar	MT	4849 Road 2050	20	29N	51E
Zimmerman, Bill	Poplar	MT	5448 Road 251	01	28N	51E
Grainger, Iva	Poplar	MT	5128 Road 251	15	29N	51E
Ranf, Marie and Corne, Warren	Poplar	MT	5743 Road 251	13	28N	51E

EXHIBIT A - RELEASE

WHEREAS an Administrative Order on Consent (AOC) entered by Region 8 of the United States Environmental Protection Agency on _____, 2004 in Docket No. SDWA-08-2004-_____ requires Pioneer Natural Resources USA, Inc., Murphy Exploration & Production Company, and Samson Hydrocarbons Company (hereinafter referred to collectively as the Companies) to arrange for the construction and operation of a pipeline to transport potable water to the residence of **[insert name of Homeowner(s)]** in Poplar, Montana (hereinafter **[collectively]** referred to herein as Homeowner[s]);

WHEREAS, the AOC also requires the Companies to pay the Homeowner[s] the sum of Five Thousand Dollars (\$5,000.00) (preferably prior to connection of the Homeowner[s][] residence to the above-referenced pipeline) for intended use by the Homeowner[s] to replace in-house plumbing or pipelines, sinks, faucets, tubs, showers, toilets or other fixtures, appliances (including, but not limited to, washers and hot water heaters) and any other similar items as determined by the Homeowner[s], such payment requirement being contingent upon Homeowner[s][] agreement to release and hold harmless and indemnify the Companies as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the Homeowner[s] hereby:

1. Acknowledge[s] the receipt and adequacy of the \$5,000.00 payment as consideration for this Release and in exchange for payment of such sum, fully and forever release[s] and discharge[s] the Companies, individually and collectively, and the insurers, agents, directors, officers, employees, representatives, administrators, parent companies, affiliates, successors and

assigns of each Company, of and from any and all actions, claims, causes of action, demands, or expenses, of whatever nature and kind, in law or in equity, whether asserted or unasserted, known or unknown, foreseen or unforeseen, on account of or in any way related to or associated with any in-house plumbing or pipelines, sinks, faucets, tubs, showers, toilets or other fixtures, appliances (including, but not limited to, washers and hot water heaters) or any other in-house items of a similar nature or type, including any water quality issues related to such in-house plumbing, etc., it being the intent of the parties hereto to fully compromise and settle all such claims; and

2. Hold[s] harmless and indemnify[ies] the Companies, individually and collectively, from any claims by any other party including, but not limited to, the United States Environmental Protection Agency, related to or associated with any in-house plumbing or pipelines, sinks, faucets, tubs, showers, toilets or other fixtures, appliances (including, but not limited to, washers and hot water heaters) or any other in-house items of a similar nature or type, including any future claims or demands to replace or repair such plumbing or pipelines, sinks, faucets, tubs, showers, toilets or other fixtures, appliances (including, but not limited to, washers and hot water heaters) or any other in-house items of a similar nature or type.

The Homeowner[s][] release of and duty to hold harmless and indemnify the Companies shall be binding upon Homeowner[s][] heirs, personal representatives, successors, assigns, agents, partners, employees, insurers and attorneys.

In the event that this Release is executed in a representative capacity, the person signing warrants that he or she has the express authority to bind his or her principal to the terms hereof. The Homeowner[s] further represent[s] and warrant[s] that no other person or entity has or had any interest in the potential claims, demands, obligations or causes of action referred to in this Release

and that the parties executing the Release have the sole right and exclusive authority to do so and to receive the sum specified herein.

This Release shall be construed and enforced in accordance with the laws of the State of Montana and shall be interpreted without application of, reliance upon, or respect to any doctrine, the import of which is or would be to interpret this document in favor of a non-drafting party or against the interests of a drafting party.

The Homeowner[s] expressly acknowledge[s] that payment of the above-mentioned \$5,000.00 sum shall not be considered as an admission of liability on the part of any of the Companies, each of whom expressly deny any such liability.

The Homeowner[s] state[s] that [he/she/they] [have/has] carefully read the foregoing Release, understand[s] the contents thereof, discussed its legal effect with [his/her/their] attorney and sign[s] the same of [his/her/their] own free will and accord, intending to be legally bound thereby.

DATED this _____ day of _____, 2004.

CAUTION: READ BEFORE SIGNING

[insert name of Homeowner]

STATE OF MONTANA)
) ss:
County of _____)

This instrument was acknowledged before me on _____, 2004, by
[insert name of Homeowner].

[Signature of Notary]

[Printed Name of Notary]

Notary Public for the State of Montana
Residing _____ at

My _____ 20____
(NOTARIAL SEAL) _____ expires:
Year] _____ [Month _____ Day

[insert name of Homeowner]

STATE OF MONTANA)
) ss:
County of _____)

This instrument was acknowledged before me on _____, 2004, by
[insert name of Homeowner].

[Signature of Notary]

[Printed Name of Notary]
Notary Public for the State of Montana
Residing _____ at

My _____ 20____
(NOTARIAL SEAL) _____ expires:
Year] _____ [Month _____ Day

**THIS DOCUMENT WAS FILED IN THE REGIONAL HEARING CLERK'S OFFICE
ON JULY 20, 2004.**